



THE CITY OF UPLAND

NON-REPRESENTED/CONFIDENTIAL UNIT
COMPENSATION AND BENEFIT PLAN

July 1, 2022 to June 30, 2023

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	4
ARTICLE 2 - MANAGEMENT RIGHTS.....	4
ARTICLE 3 - SALARIES	5
ARTICLE 4 - RETIREMENT BENEFITS	5
ARTICLE 5 - HEALTH INSURANCE- CAFETERIA PLAN	7
ARTICLE 6 - RETIREE HEALTH INSURANCE REIMBURSEMENT.....	8
ARTICLE 7 - RETIREE HEALTH SAVINGS ACCOUNTS	9
ARTICLE 8 - LIFE INSURANCE	10
ARTICLE 9 - LONG TERM DISABILITY INSURANCE.....	10
ARTICLE 10 - DEFERRED COMPENSATION	10
ARTICLE 11 - TUITION REIMBURSEMENT	11
ARTICLE 12 - LONGEVITY PAY	11
ARTICLE 13 - PERFORMANCE APPRAISAL PAY	11
ARTICLE 14 - MERITORIOUS PAY.....	12
ARTICLE 15 - BILINGUAL PAY	12
ARTICLE 16 - PREVENTATIVE HEALTH BENEFIT	13
ARTICLE 17 - HOLIDAYS - FLOATING HOLIDAYS.....	13
ARTICLE 18 - EXECUTIVE LEAVE.....	14
ARTICLE 19 - OVERTIME/COMPENSATORY TIME OFF	15
ARTICLE 20 - SICK LEAVE BUYBACK.....	15
ARTICLE 21 - SICK LEAVE ACCRUAL PAYMENT UPON RETIREMENT	16
ARTICLE 22 - VACATION.....	17
ARTICLE 23 - VACATION BUYBACK.....	17
ARTICLE 24 - BEREAVEMENT LEAVE	18
ARTICLE 25 - LAYOFFF PROCEDURE	18
ARTICLE 26 - PREVAILING BENEFITS.....	23
ARTICLE 27 - SAVINGS CLAUSE	23

ARTICLE 28 -TERM OF AGREEMENT	23
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**THE CITY OF UPLAND
NON-REPRESENTED/CONFIDENTIAL EMPLOYEES
COMPENSATION AND BENEFIT PLAN**

ARTICLE 1 - PURPOSE

Non-represented/confidential employees are not represented by an employee organization.

This compensation and benefit plan document is intended as a comprehensive document to define and describe the amounts of compensation, benefits, hours and other terms and conditions of employment for non-represented/confidential employees. Additional employment terms and conditions may be covered by existing ordinances, resolutions, policies, and practices of the City, as well as the Merit System Rules and Regulations presently in effect.

ARTICLE 2 - MANAGEMENT RIGHTS

The rights of the CITY include, but are not limited to the exclusive right to:

- Determine the mission of its constituent departments, commissions, and boards.
- Set standards of service.
- Determine the procedure and standards for employment and promotion.
- Direct its employees.
- Relieve its employees from duty because of lack of work or for other lawful reasons.
- Maintain efficiency of government operations.
- Determine the methods, means and personnel by which government operations are to be conducted.
- Determine the content of job classifications.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion over its organization and the technology of performing its work.
- To discharge, suspend, demote, reprimand, withhold salary increases or otherwise discipline employees for cause.
- To establish employee performance standards, including, but not limited to, quality and quantity standards and to require compliance.

The City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency.

ARTICLE 3 - SALARIES

A. Effective the first full pay period following MOU ratification by the City Council:

- a. all employees in this unit shall receive a four and one half (4.5%) COLA increase in base salary.

The salary schedule in Exhibit B of the City of Upland Compensation Plan and attached hereto as "Exhibit B."

A one-time lump sum Premium Payment in the amount of forty-five hundred dollars (\$4,500) per employee utilizing American Rescue Plan Act (ARPA) funding. The payment will be distributed on a special payroll as soon as practical after approval by the City Council. The one-time distribution shall not be pensionable.

These payments will be pro-rated based on the number of months employees have been employed with the City during April 1, 2020, through March 31, 2021. An employee who was hired after the 15th of the month will not receive credit for working that month for purposes of calculating the pro-rated lump sum payment.

- For Example, an employee hired on May 16, 2020, will receive a payment of \$3,750 (10 months times \$375).

Employees who have been on an unpaid leave of absence during this time will also have their lump sum payment pro-rated based on the period of unpaid leave of absence.

ARTICLE 4 - RETIREMENT BENEFITS

Pension Reform Act of 2013:

The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) went into effect on January 1, 2013. In addition, if there is any other clean up or other retirement legislation which goes into

effect during this MOU and if there are provisions of that legislation which, by law automatically goes into effect, it shall do so. Either party may request to negotiate over the impact of such subsequent legislation.

A. PEPRAs Members:

Pursuant to the Act, for "new members" herein referred to as PEPRAs (Public Employees' Pension Reform Act) members (as defined by the Act) who are employees hired after January 1, 2013, they will be hired pursuant to the 2% @ 62 retirement formula.

For PEPRAs members (as defined by the Act) who are employees hired after January 1, 2013, final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement.

For PEPRAs members (as defined by the Act) hired after January 1, 2013, the employee shall pay the higher of the classic member contribution or one half of the total normal cost rate as defined by the Act as their employee retirement contribution.

B. Classic Employees - two groups:

- 1) Classic Employees hired on or before December 31, 2019,

Employees are provided with membership in the California Public Employees Retirement System (CalPERS), 2.5% @ 55 retirement formula. The employee will pay the eight percent (8%) CalPERS employee/member contribution. Classic Employees hired after January 1, 2020, shall cost share with the City by contributing 1.4% of CalPERS employer contribution in addition to the 8% employee/member contribution.

The City contracts with CalPERS for the Single Highest Year Option and the 1959 Survivor Benefit, 3rd level. There is an employee cost of \$2.00 per month for the 1959 Survivor Benefit.

The agreement between the City and CalPERS allows for the buy-back of time served by the employee in the Military as defined under Government Code Section 21024.

ARTICLE 5 - HEALTH INSURANCE- CAFETERIA PLAN

- A. Cafeteria Plan - In accordance with "The City of Upland Cafeteria Plan", the city provides a 125 Flexible Benefit Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to receive benefits which may not be subject to either State or Federal income tax.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

- 1) The City shall make a monthly contribution as set forth below to each eligible member of the unit to be used toward the Section 125 Cafeteria Plan. These funds shall only be used for qualified benefits as provided for in IRC Section 125.
 - 2) All employees must enroll in one of the health programs unless they submit to the City proof of comparable health coverage.
 - 3) Employees who fail to complete this requirement will be enrolled in the lowest cost health insurance plan the city offers.
 - 4) Employees who meet the requirement shall be allowed to utilize their Section 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for in IRC Section 125.
- B. City Section 125 Benefit Contribution- The City will make available to each covered employee a monthly amount for benefits, as specified in this compensation and benefits plan.
- 1) Employees hired prior to March 1, 2016, will receive the maximum benefits contribution allocation:
 - a. Effective January 1, 2023 - \$1,400

2) Employees hired on or after March 1, 2016, will receive the following contributions to the plan effective January 1, 2023, and thereafter.

- | | |
|---------------------|--|
| • Employee Only | 100% of the amount to cover the lowest cost plans for health, dental, vision (Kaiser HSA excluded) |
| • Employee plus one | 100% of the amount to cover the lowest cost plans for health, dental, vision (Kaiser HSA excluded) |
| • Family | The maximum benefit of \$1,400 |

The employee must pay the difference between the City's contribution and the actual premium of the plan selected, if any. The City reserves the right to change medical carriers during the open enrollment period.

Employees may transfer unused Cafeteria Plan funds to the Deferred Compensation 457 Plan. No cash-in-lieu will be allowed effective January 1, 2020.

ARTICLE 6 - RETIREE HEALTH INSURANCE REIMBURSEMENT

- A. The City shall contribute monthly on behalf of each retiree the amount set forth in the table below. An additional \$45 per month allowance is provided for spouse if the spouse is covered under the retiree's insurance.
- B. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

YEARS OF SERVICE	City's Monthly Payment - Retirees in PERS Medical RETIREE ONLY	City's Monthly Payment -Retirees in PERS Medical RETIREE PLUS SPOUSE	City's Monthly Reimbursement- Retirees in other than PERS Medical
10-14 years of service	PERS statutory minimum	PERS statutory minimum	\$72.57
15-19 years of service	PERS statutory minimum	\$141.81 per month	\$96.81
20-24 years of service	PERS statutory minimum	\$166.05 per month	\$121.05
25 + years of service	\$145.14 per month	\$190.14 per month	\$145.14

The provisions of this article above shall only apply to employees hired on or before December 31, 2015. To be eligible for the retiree medical payments herein, an employee must retire from the City and purchase retiree medical insurance within 120 days from separation.

ARTICLE 7 - RETIREE HEALTH SAVINGS ACCOUNTS

Retirement Health Savings (RHS) accounts will be established through ICMA which will be payable to the employee only upon service or disability retirement with the City of Upland. City contributions to the RHS accounts will be based upon years of service in accordance with the following schedule:

Years of Service	Monthly City Contribution	Yearly City Contribution
5 to 9.99	\$12.50	\$150.00
10 to 14.99	\$25.00	\$300.00
15 to 19.99	\$50.00	\$600.00
20 to 24.99	\$75.00	\$900.00
25+	\$100.00	\$1,200.00

ARTICLE 8 - LIFE INSURANCE

The City provides employees in this unit with group life insurance in an amount equal to one times (1x) their annual salary.

ARTICLE 9 - LONG TERM DISABILITY INSURANCE

The City assumes the full premium cost for the employee in the City designated long-term disability program. This benefit will pay 66 2/3% of base salary to a maximum of \$5000 per month after 60 days (or use of all sick leave, whichever is later) to qualified members of this unit.

ARTICLE 10 - DEFERRED COMPENSATION

The City will contribute eight percent (8%) of base monthly salary to the City's deferred compensation plan on behalf of employees in the following classifications:

- Accounting Supervisor
- City Clerk
- Executive Assistant to the City Manager
- Finance Officer
- Human Resources Analyst
- Human Resources/Risk Manager
- Senior Human Resources Analyst

This amount may also be used toward the employee's cafeteria options as defined in Article 7, Health Insurance - Cafeteria Plan.

The City will contribute two hundred dollars (\$200) a month to the City's deferred compensation plan on behalf of employees in the following classifications:

- Budget Coordinator
- Executive Assistant I

ARTICLE 11 - TUITION REIMBURSEMENT

The City agrees to reimburse employees up to thirty-five hundred (\$3,500) per employee, per fiscal year, as long as funds are available, for costs for tuition and textbooks incurred for job-related education. Such expenditure must enhance the furtherance of the City's work or continuing educational goals.

Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis. Approval for reimbursement must be submitted first to the Department Head prior to the employee enrolling in the class or purchasing textbooks and related materials. Upon successful completion of the course(s), the employee must submit a request for reimbursement to Finance Division for processing.

Time spent toward educational, or area development shall not be considered as time actually worked and should not occur during regular work hours.

ARTICLE 12 - LONGEVITY PAY

There are two categories of longevity pay.

- A. Longevity Meritorious Pay - Ten Years- Employees with ten (10) years or more of continuous service and who have achieved a minimum of "meets requirements" on the most recent performance evaluation will receive a two percent (2.0%) increase in base salary. An employee who is denied this increase due to the performance evaluation requirement, may follow the grievance procedures as described in the City's Merit Rules and Regulations.
- B. Longevity Pay - Twenty Years - Employees with twenty (20) years or more of continuous service will receive a two- and one-half percent (2.5%) increase in base salary.

These two categories are not mutually exclusive so an employee who meets the requirements of both categories of longevity pay may earn both the 2.0% and the 2.5% concurrently.

ARTICLE 13 - PERFORMANCE APPRAISAL PAY

The Performance Appraisal Pay connects individual achievement to organizational goals

and provides incentives for performance.

Annually employees recommended by their Department head and who have reached top step of their salary grade may be eligible for a up to five percent (5%) lump sum bonus with an overall "Exceeds Standards" on their Employee Performance Appraisal and Development Report. Department head recommendations will be submitted to the City Manager's Office for review and approval. Recommendations will contain a copy of the employee's Performance Appraisal and Development Report.

Payment of the Performance Appraisal Pay will be made in a lump sum payment on the first regularly scheduled payday after approval from the City Manager. This special compensation is considered compensable under the CalPERS guidelines for Classic members.

ARTICLE 14 - MERITORIOUS PAY

It is recognized that certain employees will put forth extraordinary efforts and produce outstanding results for the City. It is desired to reward these individuals. An incentive pay method has been established to encourage all employees to utilize fully their capabilities on behalf of the City. Employees recommended by their department heads and approved by the City Manager may be granted a five percent (5%) increase in salary for a period of three (3) months, six (6) months, or one year. Department head recommendations will be submitted to the City Manager's Office for review and approval.

Payment of meritorious pay will be made in a lump sum on the first regularly scheduled payday after approval from the City Manager. Recommendations will contain supporting documentation justifying the reasons for the pay.

ARTICLE 15 - BILINGUAL PAY

The City will provide compensation in the amount of one hundred dollars (\$100) per month to those employees who as part of their regular duties are required to provide fluency in a second language. The payment for bilingual compensation will be made biweekly in the amount of forty-six dollars and fifteen cents (\$46.15) for twenty-six (26) pay periods.

Employees must successfully complete a fluency examination administered by the Human Resources/Risk Management Office.

Bilingual pay will be for employees who speak Spanish or who speak any other language designated by the City Manager as critical to the functions of the City.

If it is determined by the employee's Department Head that the skill is no longer needed, the Department Head shall notify the Human Resources/Risk Management Office in writing to cease the compensation. The compensation will cease the date Human Resources/Risk Management Office receives notification from the Department Head.

ARTICLE 16 - PREVENTATIVE HEALTH BENEFIT

Employees may be reimbursed up to \$225 annually for the purchase of items, classes, memberships or programs which contribute to physical fitness. This reimbursement shall be made in June of each year. Items which will be considered acceptable for reimbursement are defined in the City's policy on Preventive Health Benefits.

ARTICLE 17 - HOLIDAYS- FLOATING HOLIDAYS

A. Official Holidays

The City of Upland observes the following holidays as official fixed holidays, established by Resolution:

New Year's Day	(January 1) during holiday closure
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving Day	(The Day After the Fourth Thursday in November)
Christmas Day	(December 25) during holiday closure

Each official fixed holiday shall be 10 hours unless otherwise noted.

If the holiday falls on a Friday or Saturday, Thursday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

In order to be paid for a (the days on which the public offices of the City of

Upland will be closed) employees must be in a paid status both the day before and the day after the holiday. For example, if a holiday falls on a Monday, and the employee was on a 4/10 work schedule with Fridays off, the employee would be required to be in a paid status on the Thursday before the holiday and the Tuesday following the holiday.

City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. Christmas Day and New Year's Day holidays will be part of this closure except for in the case where either holiday falls on a Sunday. In the case that either Christmas Day or New Year's Day falls on a Sunday, it will be observed on the following Monday. Employees will receive compensation that will cover their absence from work from December 25th through January 1st. The employee must be an active employee of the City of Upland on the above dates to receive this holiday compensation.

Employees that are required to work, due to the nature of their job, during the holiday closure will observe the holidays on the actual day or as provided above when the holiday falls on a Friday, Saturday, or Sunday. Employees required to work during the holiday closure will receive a floating holiday contribution equal to the number of compensable hours provided to the employees that participated in the holiday closure.

B. Floating Holiday Leave

Employees shall receive twenty (20) hours of Floating Holiday annually on January 1st. Floating holiday hours which are not used by the first pay period in December will automatically be cashed out on the second pay period in December.

ARTICLE 18 - EXECUTIVE LEAVE

Employees in the following classifications shall receive sixty (60) hours of executive leave annually effective January 1:

- Accounting Supervisor
- City Clerk
- Executive Assistant to the City Manager
- Finance Officer
- Human Resources Analyst

- Human Resources/Risk Manager
- Senior Human Resources Analyst

Executive Leave which is not used by the first pay period in December will automatically be cashed out on the second pay period in December.

ARTICLE 19 - OVERTIME/COMPENSATORY TIME OFF

Employees in the following classifications are designed as non-exempt position under the Fair Labor Standards Act (FLSA) and are subject to applicable overtime laws:

- Budget Coordinator
- Executive Assistant I

Overtime shall be paid for time worked in excess of the employee's designated work week at the rate of one and one-half (1 ½) times the basic rate. Paid vacation, sick leave and floating holiday during a work period is counted as hours worked for overtime purposes.

Employees may make a request to the Department Head to have overtime compensation in the form of compensatory time off. In the event of a conflict between the employee and the Department Head, the Department Head's decision shall prevail.

Employees may not accrue more than 100 hours of compensatory time. Employees who have reached the accrual cap will automatically receive overtime pay until a reduction in the bank of hours to an amount below the maximum accrual is reached.

ARTICLE 20 - SICK LEAVE BUYBACK

Employees earn sick leave at the rate of eight (8) hours per month, up to a maximum accrual of twelve hundred and fifty (1250) hours. No sick leave may be granted during the first thirty (30) days of employment with the City.

Annually, employees may request to convert a maximum of twenty (20) hours of sick leave to compensation if they have used less than forty (40) hours of sick leave between January 1st and November 30th of the prior calendar year.

Any employee who elects to covert accrued sick leave to compensation as provided for herein shall be limited to a maximum of twenty (20) hours per fiscal year of accrued sick leave to be converted, and in compliance with

the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-(a), must comply with the following:

- Any sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 1st of the calendar year prior to the end of the calendar year in which the employee wishes to convert such sick leave.
 - For example: Employee requests to convert twenty (20) hours of sick leave to compensation, the request must be in Human Resources by December 1, 2022, to be paid on the first pay period in June of 2023.
- All sick leave conversion requests are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 1st of the calendar year prior to the conversion.
- Employees who do not meet the requirement of using less than forty (40) hours of sick leave between January 1st and November 30th of the prior calendar year will not be eligible for the sick leave conversion.
- Employees who fail to submit a request by December 1st of the calendar year prior to the conversion will not be eligible for sick leave converted to cash for that calendar year.
- Payments for accrued sick leave conversion to cash shall be made by separate check by the first pay period in June.

ARTICLE 21 - SICK LEAVE ACCRUAL PAYMENT UPON RETIREMENT

Upon service or disability retirement under the PERS retirement plan, employees may elect one of the following options for payment of unused sick leave:

- a. At the time of service or disability retirement, fifty percent (50%) of accrued sick leave may be cashed out at the current hourly rate, up to a maximum of 625 hours
- b. Retiring employees may use fifty percent (50%) of accrued sick leave as Personal Leave just prior to retirement, up to a maximum of 625 hours.

ARTICLE 22 - VACATION

Vacation shall accrue for employees based on the following schedule:

01 – 02 Years of service	80 Hours per year
03 – 05 Years of service	96 Hours per year
06 – 10 Years of service	128 Hours per year
11 – 16 Years of service	136 Hours per year
17 + Years of service	One additional day (8 hours) per year, up to a maximum of 176 hours per year

All employees may accrue vacation up to a maximum of three (3) years of entitlement.

ARTICLE 23 - VACATION BUYBACK

In December of every year, employees may be paid in cash for unused vacation if they have used at least forty (40) hours of vacation during the preceding year.

The payment for vacation buyback will be tiered as follows:

- Employees who have less than six (6) years of service with the City, the maximum vacation buyback allowable is sixty (60) hours.
- Employees who have six (6) years or more of service with the City, the maximum vacation buyback allowable is one hundred (100) hours. Employees at this level must have eighty (80) hours of vacation accrual in their bank after the vacation buyback hours are paid.
 - Example 1: Employee has two hundred (200) hours of vacation accruals and buys back one hundred (100) hours, one hundred (100) hours of vacation will remain in their accrual bank.
 - Example 2: Employee has one hundred and twenty (120) hours of vacation accruals. The maximum vacation buyback they will be allowed is forty (40) hours to ensure a bank of eighty (80) hours remains.

Any employee who elects to convert accrued vacation leave to compensation as provided for herein, shall be in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), must comply with the following:

- Any vacation leave conversion request must be made in writing using

the form provided by Human Resources and must be received by Human Resources no later than December 1st of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation leave.

- For example: Employee requests to buyback twenty (20) hours of vacation leave, the request must be in Human Resources by December 1, 2022, to be paid on the first pay period in June of 2023 or the first pay period in December of 2023.
- All vacation leave conversion requests are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources not later than December 1st of the calendar year prior to the conversion.
- Employees who do not meet the requirement of using forty (40) hours of vacation leave between January 1st and November 30th of the prior calendar year will not be eligible for vacation buyback.
- Employees who fail to submit a request by December 1st of the calendar year prior to the conversion will not be eligible for vacation leave converted to cash for that calendar year.
- Payments for accrued vacation leave conversion to cash shall be made by separate check by the first pay period in December.

ARTICLE 24 - BEREAVEMENT LEAVE

Employees may take up to 30 hours per occurrence (January 1 through December 31) with pay in the event of a death of the following: mother, father, grandfather, grandmother, brother, sister, spouse, child, grandchild, and employee spouse's father, mother, grandfather, grandmother, brother, sister and any relative who has resided with the employee for at least one year.

Adoptive relatives and step relatives shall count the same as relatives by birth. Notification of need for such leave must comply with the City's Administrative Policy on Sick Leave.

ARTICLE 25 - LAYOFF PROCEDURE

- A. Statement of Intent - Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment, the employee holding such position of employment may be laid off or demoted pursuant to the provisions of the City's policy.

- 1) In determining the order of layoff, a combination of factors shall be considered, including qualifications, productivity, general performance, seniority with the City of Upland, and seniority in job classification, and needs of the City. Variations from the order of layoffs and recall from layoff may occur when the City deems such variations appropriate under fiscal circumstances.
- 2) The factors the City Manager or designee, in his/her discretion, may use to determine layoff include the following:
 - a. An employee's last four performance evaluations, if any;
 - b. Any history of employee commendations, awards, etc.;
 - c. Any history of employee disciplinary action;
 - d. Attendance record, including tardiness and unexcused absences;
 - e. Safety record, including personal injury and damage to city property;
 - f. Probationary and temporary employees shall be laid off before a regular employee in the same classification;
 - g. Between two regular appointees in the same classification with similar skills, abilities, qualifications, merit and/or record, the employee with the lesser seniority in the classification shall be laid off first;
 - h. Between two regular appointees in the same classification with equal seniority the employee with the lesser skills, abilities, qualifications, merit and/or record shall be laid off first;
 - i. Memoranda of Understanding ("MOU") between the City and effected bargaining units.

B. Definitions

- 1) Layoff - A layoff is the involuntary separation or reduction of a regular status employee to a position in a lower classification, without fault of the employee.

Cause for Layoff:

- a. If a function is to be discontinued, curtailed, mechanized, or operated by a different method.
- b. Reorganization
- c. Budget reduction
- d. Termination or decrease in funds and/or materials for projects or programs.

e. The mandatory reinstatement of an employee.

- 2) Classification - A list of classifications within the Non-Represented/Confidential unit is included in "Exhibit B."
- 3) Job Series -A group of classifications similar with respect to the duties performed but different in terms of the nature and level of responsibilities performed. Each job series shall be included in "Attachment B."
- 4) Seniority-Seniority for the purpose of determining order of layoff shall be defined as total accumulated continuous time served in regular and probationary status in the City classified service. Regular and probationary status does not include seasonal/temporary part-time, contract, and/or provisional employees.

Should it become necessary to lay off by seniority, those employees with the least service in the affected classification shall be laid off or demoted:

- a. First by classification; and
 - b. Second, to displace an employee, by City Seniority, including time served on military leave of absence in the armed forces of the United States. In order to bump into a former or lower classification:
 1. An employee must have more City Seniority than at least one of the incumbents in the affected class.
 2. Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off. When two or more employees have equal seniority, the layoff shall be made in accordance with Merit Rules and Regulations.
- C. Notification - Employees to be laid off shall be given, whenever possible, 45 calendar days prior notice, but no less than 30 calendar days' notice.
- D. Order of Layoff - In each classification, employees shall be laid off according to employment status in the following order:
- 1) Seasonal/temporary part-time, contract, and/or provisional employees

performing services similar to classifications affected by layoff shall be terminated before any reduction in the regular work force. Likewise, other grant-funded employees shall be terminated in affected classifications, in accordance with federal or state rules or guidelines governing such funding programs.

- 2) Probationary employees and employees holding interim positions, who have regular status in another classification, shall revert to their former classification in the City to determine layoff rights.
- 3) Regular employees subject to layoff shall be based on seniority of service within that classification. For example, the employee being laid off or displaced from a classification shall be the employee in the affected classification with the least amount of time served in the affected classification.

E. Layoff Procedure - The layoff procedure is intended to minimize the impact of staff reduction on City services and ensure that employees are treated fairly in the process of layoff. The procedure for lay off, once the number of positions to remain by classification has been determined shall be as follows:

- 1) Except as otherwise provided herein, whenever there is a reduction in the work force, the appointing authority shall demote the affected employee to a vacancy, if any, in a lower class for which the employee is qualified. All persons so demoted shall have their names placed on the reemployment list for the higher class.
- 2) An employee affected by layoff shall have the right to displace an employee who has less City seniority in a lower classification in which the affected employee once had regular status.
- 3) If a classification title is changed due to a reclassification; the employee shall retain bumping rights to the previous classification and series.
- 4) Displaced employees are allowed to bump into positions that they have not previously held, provided that the position did not exist when the employee was appointed to the position from which they are laid off and the employee meets the minimum qualifications.
- 5) An employee is eligible to bump to a lower classification within job series in which he/she has achieved regular status. For example: Employee "A"

is hired as a Senior Human Resources Analyst and achieves regular status; however, never worked as an Human Resources Analyst. Employee "A" may bump employee "B" in the lower classification of Human Resources Analyst if Employee "A" has more City seniority than employee "B".

- 6) Employees transferring or voluntarily demoting shall retain the same anniversary date as in their previous position for all purposes, including step advancement.

F. Reemployment Lists -The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Lists from different departments or at different times for the same class of position shall be combined into a single list. Such list shall be used by the appointing authority when a vacancy arises in the same or lower class of position before employment is made from an eligible list.

G. Duration of Reemployment List - Names of persons laid off shall be carried on a reemployment list for twelve (12) months, except that the name of an individual reappointed to a regular position of the same class shall, upon reappointment, be dropped from the list. An individual who declines either a voluntary demotion or reemployment in a classification shall be dropped from that specific reemployment list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher class for a balance of the twelve (12)-month period. An individual appointed from a reemployment list may be required to successfully pass a reemployment physical examination provided at City expense.

H. Terms and Conditions of Reemployment- Reemployment from a reemployment list to a previously held class shall be at the same step held at the time of layoff and at the current salary of that class at the time of reemployment. In case of a voluntary demotion from a reemployment list, the employee so electing shall be paid at the highest step in the range for the lower class which does not represent an increase in salary from the salary which would have been effective had the employee been appointed to his/her previously held class; and in no case to exceed "top" step in the current salary range of the class to which the employee is appointed. Employees reappointed from a reemployment list shall be credited with, at the time of reappointment, all accrued benefits at the time of layoff which were not compensated for at the time of layoff, provided that such accrued

benefits shall not exceed established maximum at the time of reappointment.

- I. Retraining- The City will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications not related to their former classification and will attempt to place said laid-off employees in vacant positions in the City for which they are qualified. During the twelve months following a layoff, laid-off employees shall be eligible to compete for in-house promotional examinations for positions for which they qualify.

ARTICLE 26 - PREVAILING BENEFITS

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by employees shall remain in full force and effect during the term of this Compensation and Benefit Plan.

ARTICLE 27 - SAVINGS CLAUSE

Should any provision of this agreement or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City shall immediately provide an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of the Compensation and Benefits Plan shall remain in full force and effect.

ARTICLE 28 - TERM OF AGREEMENT

The provisions of this Compensation and Benefits Plan shall become effective on July 1, 2022.

APPENDIX A

Classes included in the Non-Represented/Confidential Unit:

Grade	Classification Title
57	ACCOUNTING SUPERVISOR
43	BUDGET COORDINATOR
60	CITY CLERK
38	EXECUTIVE ASSISTANT I
45	EXECUTIVE ASSISTANT TO THE CITY MANAGER
62	FINANCE OFFICER
44	HUMAN RESOURCES ANALYST
62	HUMAN RESOURCES/RISK MANAGER
53	SENIOR HUMAN RESOURCES ANALYST

APPENDIX B

City of Upland
Non Represented/Confidential Unit Salary Schedule
Effective: 7/1/2022

Job Description	Grade	STEP													
		1	2	3	4	5	6	7	8	9	10	11	12	13	
ACCOUNTING SUPERVISOR	57	Hourly	40.56	41.58	42.62	43.68	44.77	45.89	47.04	48.22	49.42	50.66	51.92	53.22	54.55
	Monthly	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	
	Yearly	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	
BUDGET COORDINATOR	43	Hourly	28.71	29.43	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61
	Monthly	4,975.99	5,100.39	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	
	Yearly	59,711.84	61,204.65	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	
CITY CLERK	60	Hourly	43.68	44.77	45.89	47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75
	Monthly	7,571.56	7,760.85	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	
	Yearly	90,858.77	93,130.23	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	
EXECUTIVE ASSISTANT I	38	Hourly	25.37	26.01	26.66	27.32	28.01	28.71	29.43	30.16	30.91	31.69	32.48	33.29	34.12
	Monthly	4,398.05	4,508.00	4,620.70	4,736.21	4,854.62	4,975.99	5,100.39	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	
	Yearly	52,776.55	54,095.97	55,448.36	56,834.57	58,255.46	59,711.84	61,204.65	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	
EXECUTIVE ASSISTANT TO CITY MANAGER	45	Hourly	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57	40.56
	Monthly	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	
	Yearly	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	
FINANCE OFFICER	62	Hourly	45.89	47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72
	Monthly	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	
	Yearly	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	
HUMAN RESOURCES ANALYST	44	Hourly	29.43	30.16	30.91	31.69	32.48	33.29	34.12	34.98	35.85	36.75	37.67	38.61	39.57
	Monthly	5,100.39	5,227.90	5,358.60	5,492.56	5,629.88	5,770.62	5,914.89	6,062.76	6,214.33	6,369.69	6,528.93	6,692.16	6,859.46	
	Yearly	61,204.65	62,734.77	64,303.15	65,910.74	67,558.51	69,247.48	70,978.67	72,753.14	74,571.96	76,436.27	78,347.19	80,305.88	82,313.53	
HUMAN RESOURCES/RISK MANAGER	62	Hourly	45.89	47.04	48.22	49.42	50.66	51.92	53.22	54.55	55.92	57.31	58.75	60.22	61.72
	Monthly	7,954.87	8,153.75	8,357.59	8,566.53	8,780.70	9,000.21	9,225.22	9,455.85	9,692.25	9,934.55	10,182.92	10,437.49	10,698.43	
	Yearly	95,458.49	97,844.96	100,291.10	102,798.40	105,368.35	108,002.56	110,702.64	113,470.21	116,306.95	119,214.63	122,195.01	125,249.88	128,381.13	
SR HUMAN RESOURCES ANALYST	53	Hourly	36.75	37.67	38.61	39.57	40.56	41.58	42.62	43.68	44.77	45.89	47.04	48.22	49.42
	Monthly	6,369.69	6,528.93	6,692.16	6,859.46	7,030.95	7,206.72	7,386.89	7,571.56	7,760.85	7,954.87	8,153.75	8,357.59	8,566.53	
	Yearly	76,436.27	78,347.19	80,305.88	82,313.53	84,371.38	86,480.67	88,642.69	90,858.77	93,130.23	95,458.49	97,844.96	100,291.10	102,798.40	